COURSE DEVELOPER AGREEMENT

THE TRAINING RESOURCE CENTER, LLC

This Course Developer Agreement ("Agreement") is made as of _____, 2015, by and between the The Training Resource Center, LLC, an Illinois limited liability company (the "Company"), and _____ ("Developer"), an individual with a residence of _____.

A. **Engagement**. The Company hereby engages the Developer as an independent contractor to provide technical expertise and training services, including course content and instructional materials, on the following courses ("Course Materials"):

Training Course / Seminar Name	Dates	Location	Tier (per Schedule A)

B. **Ownership of Intellectual Property**. All right, title and interest in and to the Course Materials, including all including all patents, copyrights, trademarks, trade secrets and other intellectual property rights therein, are retained by the Developer.

(a) While the Developer retains ownership of the Course Materials, the Developer hereby grants to the Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, the Course Materials during the term of this Agreement, including but not limited to uploading the Course Materials to the Company's website and recording and reproducing the Course Materials for training participates (in hard copy and/or electronic format).

(b) The Developer represents and warrants to the Company that all Course Materials (i) are and shall be the Developer's original work, or the Developer has all rights and authority to use and/or reproduce the Course Materials, (ii) do not and will not violate or infringe upon the intellectually property rights or any other right whatsoever of any person, firm, corporation or other entity, and (iii) do not and shall not contain any contain any scandalous, libelous, or unlawful matter.

(c) The Developer agrees to defend, indemnify and hold the Company, and its affiliates and their officers, directors, employees, agents, successors and assigns, harmless from and against all losses, damages, costs, expenses, fines and other amounts (including reasonable attorneys' fees) incurred by or asserted against the Company arising out of or resulting from the Developer's breach of any representation or warranty under this Agreement.

C. **Marketing**. The Developer agrees that the Company may to use his or her name and biographical information in promotional literature in connection with the Course Materials. The Developer may not use the Company's trademarks, service marks, trade names, logos, symbols or brand names, except upon receipt of the prior written approval from the Company in connection with the promotion of the Course Materials.

D. **Restrictions.** During the term of this Agreement, except in connection with the promotion, advertisement and/or sale of the Course Materials by and through the Company, the Developer may not solicit, promote, advertise and/or sell any services and/or products that relate to or are in any way connected with the Course Materials.

E. **Independent Contractors**. The Developer is an independent contractor of the Company. Nothing in this Agreement shall be deemed to create a joint venture, partnership, franchise, agency, employment or other relationship between the parties. The Developer shall receive an IRS Form 1099-MISC and is solely responsible for all federal, Illinois and local taxes.

F. **Confidential Information**. The terms of this Agreement and all information exchanged between the parties pursuant to this Agreement shall be deemed confidential and proprietary. Neither party shall use or disclose confidential information disclosed by the other party, except as may be required under this Agreement or by law in compliance with a formal request, without the prior, written consent of the disclosing party. This obligation of confidentiality shall not apply to any information that: (a) is or through no fault of the receiving party becomes publicly known; (b) is known to the receiving party prior to disclosure by the other party as shown by documentary evidence; (c) is independently developed by the receiving party; or (d) is legitimately acquired by the receiving party from a third party. Each party must take all reasonable action to preserve the confidential information and protect it from disclosure, misuse, loss or theft.

G. **Fees and Payment Schedule.** Developer will be compensated and paid for providing the Services based on a percent of seats sold per course pursuant to Schedule B. Developer is responsible for all expenses incurred in the creation of the Course Materials.

H. **Course Materials Requirements**. The Company has adopted certain "best practices" guidelines, including course material requirements and technical requirements, for all developers providing course materials to the Company, as set forth on Schedule C ("Best Practices Guidelines"). Developer is expected to be familiar with the Best Practices Guidelines and to adhere to the principles and procedures set forth in the Best Practices Guidelines. Accordingly, Developer shall develop and provide the Course Materials as set forth in the Best Practices Guidelines.

I. **Non-disparagement**. Neither party shall make any statements, orally or in writing, publicly or privately, that are untrue and/or that may harm the reputation of the other party, its business, products and/or services.

J. **Entire Agreement; Assignment.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written. This Agreement may not be amended or modified except in writing and signed by each party. The Developer shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company's prior written consent.

K. **Termination**. Either party may terminate this Agreement without cause upon sixty (60) days' written notice to the other party; provided, however, if any of the Course Materials are currently being utilized for current courses, such termination relating to those Course Materials shall not be effective until the end of the then current course. The Company may terminate this Agreement, effective immediately upon written notice to the Developer, in the event that the Developer breaches this Agreement. Upon termination, the Company shall cease to use the Course Materials.

L. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the principles of conflicts of laws thereof.

M. **Counterparts.** This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Developer Agreement to be duly executed as of the day and year set forth below.

The Training Resource Center, LLC	**Developer**
By: _____	_____
Name: _____	**Print Name:** _____
Title: Manager	
Date: _____	**Date:** _____

Schedule A
Course Materials Tier

Tier 1 – Basic Course

- Course Material
- Graphic Arts Summary as Download*

Tier 2 – Tier 1 Plus Value-Added Material which may include:

- Developer-written White Paper
- Product summaries
- Additional PPTs (as PDFs) that enhance the content but are not included or covered in the course
- Government documents related to content such as NIST, etc
- Bibliography/reference list
- Audit Programs
- Policy Templates
- User Manual Templates
- Spreadsheet Templates
- Sample Letters/Scripts

Tier 3 – Tier 2 Plus Value-Added Material which may include:

- Ability to submit a question via INXPO chat room to course instructor with response back to participant in 48-72 hours

Value-Added Recommendations:

Graphic Arts

- Company recommends and sources a graphic artist to create a drawing that depicts your course content. It is the Tier 1 download and is a Company Product Differentiator.
- Through Company you will receive a reduced price for the design and development – see sample

Multiple Course "Packs"

- As a Developer, create a "pack" - Same topic area; four to five courses plus Mem-Cards™ – (above level pricing schedule per course plus Mem-Cards™ less 10% on total order). Ex. Package topic area is Ethics and contain four to five separate courses relating to ethics.
- Mem-Cards™ TCR recommends and sources the provider for a summary of your content in a handy deck that may be used by the participant for reference. A real Value-Add for multi-course packages – more information provided to Developers with qualifying content.

Schedule B
Fees and Payment Schedule

Fees:

Seats Sold Per Course	Fees Due to Developer
1 – 100	10% of course fees collected
101 – 300	12.5% of course fees collected
301+	15% of course fees collected

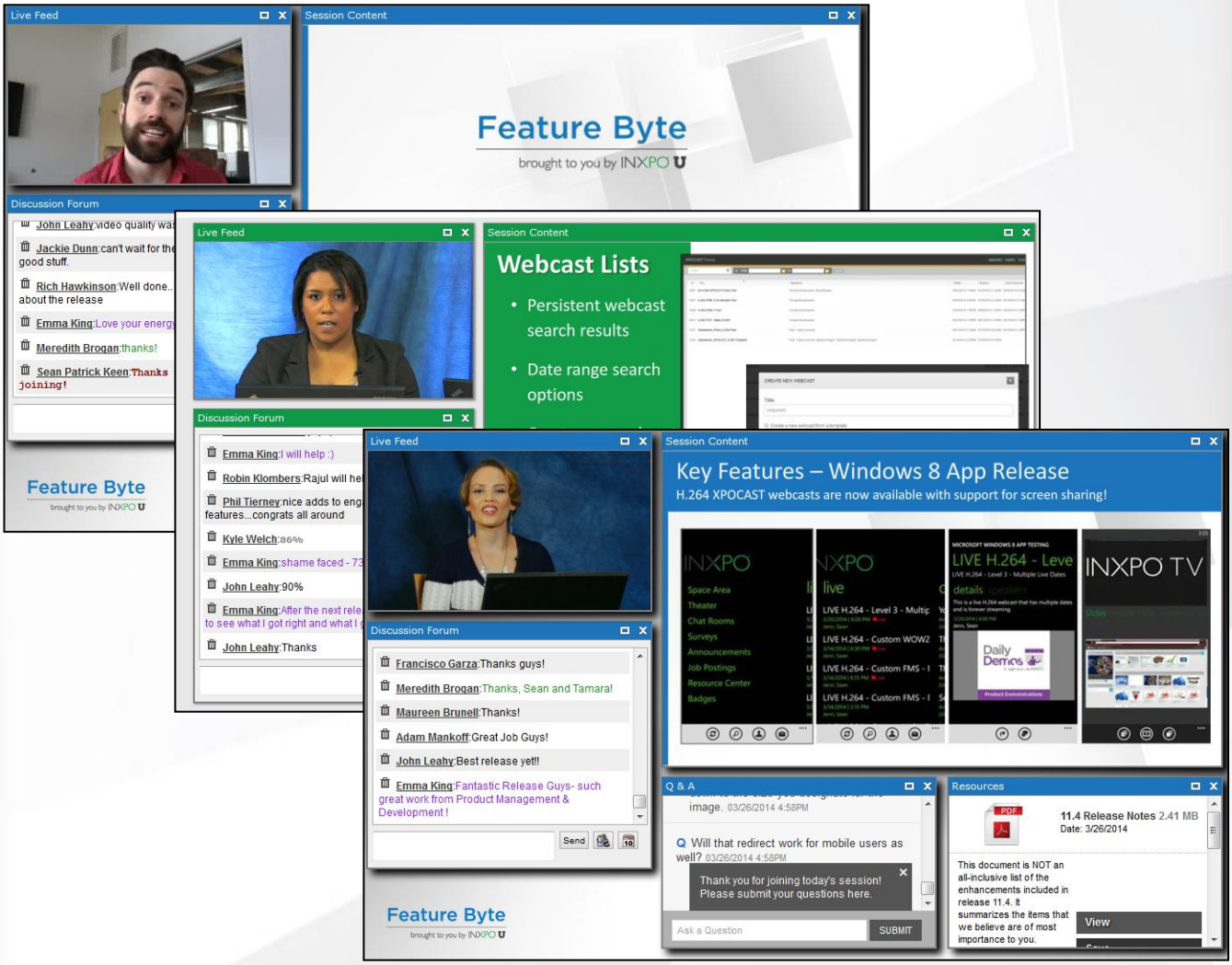
Developer Payment Schedule

Course Date	Payment Date
January 1 – June 30	August 1
July 1 – December 31	February 1

Schedule C
Best Practices Guidelines

(See Attached)

XPOCAST
Speaker Guide



Last Modified: 6/30/14

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Technical Requirements

A strong internet connection and a computer that meets the required specifications for delivery will be important to ensuring a successful webcast.

Speaker Computer Requirements

Each computer that is logging in to the XPOCAST Presenter Portal as either speaker or support staffer should meet the following requirements to ensure proper connectivity to the XPOCAST system.

- ❑ **Have a Hard Wired Internet Connection:** Turn off wireless access on the computer to ensure the computer is using the hardwired connection.
- ❑ **Pass the System Check:** Speakers must pass on each item in the system check to properly present: https://vts.inxpo.com/Launch/Event.htm?

Network Requirements

When giving a webcast, particularly a video webcast, it is important to ensure your network is able to handle streaming to the internet and will not impede the delivery or cause an issue for the speaker and/or the audience.

You should confirm that your presentation location has enough available bandwidth for an XPOCAST presentation in advance of the speaker training. A minimum of 600 KBPS "up" is recommended for delivering a presentation.

To calculate available bandwidth:
1. Go to the speed test and start the test (select Chicago)
2. Take the "Upload Speed" result (given in MBPS)
3. Access a MBPS to KBPS converter (i.e. Check Your Math) and enter your MBPS number and convert to KBPS

In addition, you should pass on each of the Port Tests.

Tips and Tricks for Delivery

When planning to present using XPOCAST it is recommended that you:
- ❑ Determine the delivery location and test the network at least 48 hours before the speaker training
- ❑ Participate in a speaker training of the webcast to ensure connectivity with the INXPO engineer
- ❑ Always use the same location/equipment used for testing on the live day

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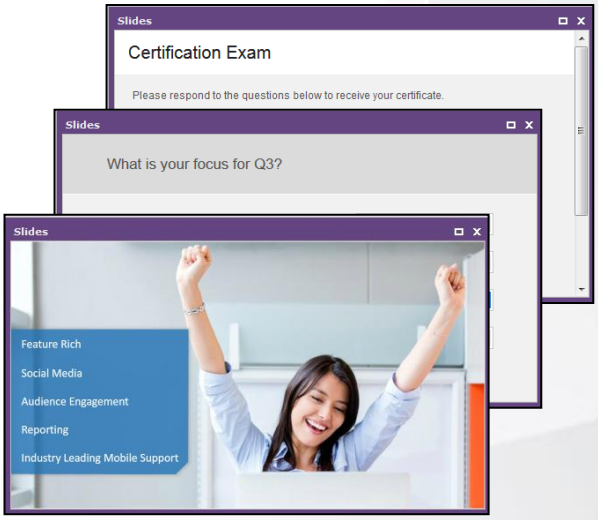
Creating Engaging Online Content

When delivering content online, it's important to not only understand the options available but also how to utilize and deliver them in a way that engages the audience. You should create moments for interaction and feedback from the audience. This is done by varying what is shown on screen and asking the audience for feedback during the presentation through Q&A, group chat or polling questions.

Ways to Engage:



- **PowerPoint Files:** Use short bullet points and imagery instead of text-heavy slides. Users attending on mobile devices will thank you.
- **Polling Questions:** The feedback gathered from polls can be used to shape the direction of the webcast, gauge understanding and/or collect additional demographic information.
- **Desktop Sharing:** Show don't tell with the desktop sharing tools. Demonstrate your content instead of describing it.
- **Video Clips:** Use of video clips (typically ten minutes or less) provides additional visual interest, breaks up the voices being heard and draws viewer attention.
- **Group Chat:** The group chat is an open forum for attendees to post comments throughout the webcast. Speakers can effectively utilize this by asking open ended questions and encouraging responses in the chat.
- **Q&A:** Attendees have the ability to submit questions throughout the presentation. You should build in Q&A breaks to address audience questions.
- **Handouts:** Provide documents and links for attendees to download as presentation take-aways, i.e. the PowerPoint deck or links to additional resources so the audience can continue to interact with the speakers, hosts or content.

Exit Action Options

- **Survey:** After the webcast redirect users to a survey where they can provide feedback about the webcast, the content and the speaker(s)
- **Webpage:** To tie in branding or specific concepts users can be redirected to a webpage following the webcast.
- **Testing and Certification:** Users can be redirected to a testing/certification slide following the webcast where they can be graded on the information they were just presented.

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Being an Engaging Online Presenter

Being a dynamic online presenter takes practice. Connecting with a remote audience is challenging; you must understand the technology, have solid network/computer setup and remain upbeat throughout the session.

Tips for Success

- **Learn the Content:** Knowing the content allows you to focus on presenting and not trying to remember what you were going to say. If you fear forgetting what points to make, include notes in the PowerPoint file; the XPOCAST system will display the notes for the presentation to see on screen.
- **Practice:** You should not only practice the content but practice delivering it to your computer as this can be very awkward the first few times. If you are not comfortable delivering alone to your computer, ask colleagues to sit in front of you so you can present to familiar faces instead of the computer screen.
- **Learn the Software:** Make sure you understand and utilize the content options that are available with XPOCAST.
- **Speak Up:** Make sure to keep a clear, loud, even tone throughout the session so that the audience is able to consistently hear everything without adjusting their volume.
- **Look at Your Camera:** If presenting via video, remember, the webcam is the audience. Make eye content with it so the audience feels like you are speaking directly to them.
- **Have Multiple Speakers:** Additional speakers break up the voices and provide a more conversational feel. It can also make you feel more at ease.
- **Don't Be Afraid to Mess Up:** Flubs happen and it's okay. Just keep going, the audience is forgiving.
- **Be Prepared:** Have a glass of water ready as well as a printout of the slides/notes in case you need them. Also, make sure to follow the XPOCAST quick tips for presenting.

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Webcam Quality Best Practices

Please see our webcam best practice guide attached.

Checklist for Live Day Success

Presenting live can be nerve-wracking so make sure you have taken the time to prepare properly to mitigate any potential pitfalls that could arise.

- ❑ Be **on time** for the live day
- ❑ **Print** out a copy of your slides
- ❑ **Locations** should be free of noise and distractions
- ❑ **Practice** your presentation until you could give it without a PowerPoint
- ❑ Participate in a **speaker training** to familiarize yourself with the software and the live day procedures
- ❑ **Tell the Audience What's Expected of Them:** Review group chats, Q&A, polls, etc. and tell them how to use these tools so that they participate right from the start.
- ❑ **Be Conscious of Timing:** Use the timer to stay on pace and make sure to complete the content with time for Q&A.
- ❑ Develop **contingency plans**

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PRESENTING WITH WEBCAM – TIPS & BEST PRACTICES

Overview

This document will cover some tips and best practices to review before your next webcam presentation. The items covered in the document are:

- Location
- Setup
- Presenting Tips
- Rehearse

Location

Locate the most ideal area to present your webinar from. Keep the following in mind when looking for a room:

Find a quiet area: Check for any fans or vents that could create extra background noise. Silence any phones in the room (including mobile phones) and your computer speakers so they don't disturb your presentation. Try to stay away from windows that face a busy street where traffic noise could be picked up on the webcam.

Check your backdrop: Make sure there is nothing in the space behind you that will pull the audience's focus away from you during the presentation. Confirm there are no inappropriate decorations hanging behind you. Busy backgrounds will pull the focus of the camera and cause pixilation, so try to find a simple background.

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Have a reliable hardwired internet connection: A dedicated line is ideal, but when presenting in an office, that may not always be an option. Try to access a line with minimal usage to guarantee a strong, uninterrupted connection during your presentation. Doing so will avoid unnecessary pixilation, choppiness, or connection failure. Check your connection speed here: www.speedtest.net. We recommend a network upload and download speed of at least a 1.5 Mbps.

Setup

In this step, find the best camera positioning and lighting possible:

Elevate your computer: Raise the camera so the lens is just above your eyeline focused slightly down. If necessary, you can use books, boxes, or other items to provide extra height.

Set up proper lighting: Adjusting curtains/blinds and turning on overhead lights or lamps will help smooth out shadows on your face. Two lights set just above the eyeline and 3 feet apart will provide a nice balance.

Avoid backlighting: Too much backlight will give you a silhouette, making it difficult for the audience to see your face as you are presenting.

Avoid too much lighting: Too much light or unbalanced lighting will create a washed out effect on your face.

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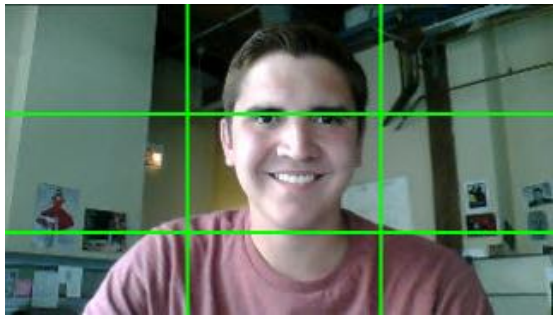
Presenting Tips

Here are a few of things to consider to create a great viewing experience for your audience.

Consider the Rule of Thirds: The Rule of Thirds breaks up the video frame into 9 rectangles (see illustration at right). Have your eyes match the line separating the first and second row with the majority of your face appearing in the middle. This will center you in the shot without cutting off any of your features.



Set your camera angle: Poor camera angling could cause you to be out of frame or show you in an unflattering angle. Typically the best camera angle can be achieved by placing the camera just above eye level and pointing slightly down on your face.

Dress appropriately: To avoid flaring and pixilation avoid shirts that have patterns or prints, are white or have heavy contrasting colors. Solid pastels or cooler colored shirts typically look best on camera.

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Rehearse

Now that you have your location selected and your camera and lighting set, take time to rehearse your presentation before the live day. This will allow you to properly time your delivery and make any necessary changes if needed. Here are some delivery tips to help you get started:

Smile: Smiling will not only make you look more approachable to your audience, but it will also brighten your tone.

Make eye contact: Try not to focus solely on your slides and remember to make eye contact with the camera. Eye contact will strengthen your delivery and allow the audience to feel as though they are connecting with you.

Check audio levels: External microphones will typically deliver the best audio quality. Monitor your audio levels by setting your computer's volume at 50% and listening in with headphones. The volume of your voice should be loud enough to be understood properly at 50% volume. Unless you are in a professional studio, there will be some background noise picked up by your microphone. Make sure there are no blaring static hums or environmental noises polluting your audio quality.

More Information

For more information, here are some additional resources:

- **INXPO Feature Byte: Webcam Crash Course** - https://vbiz.inxpo.com/Launch/Event.htm?ShowKey=303&DisplayItem=E7944
- **StreamingMedia – Deliver an Awesome Webcast From Your Desk** - http://www.streamingmedia.com/Articles/Editorial/Featured-Articles/Deliver-an-Awesome-Webcast-from-Your-Desk-87841.aspx

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THE TRAINING RESOURCE CENTER, LLC

COURSE REQUIREMENTS:

ALL COURSES:

- Must be a minimum of 60 minutes and a maximum of 75
- Qualify for 1 Continuing Professional Education (CPE)

THE CRITERIA FOR EVALUATING COURSE MATERIALS IS BASED ON:

- Relevance of content
- Identified learning objectives
- Pragmatic and practical use of content
- Presentation skills and experience delivering online content
- Subject matter expertise
- Quality of content and support material
- Must submit material for review in a final MP4 or WAVE format

WHAT THE DEVELOPER NEEDS TO SUBMIT:

- A written description of the course
- Learning objectives that are action-oriented and provide practical ways to apply the course content
- Course level – Advance, Intermediate, or Basic; and if the course is an update or overview of the content
- A brief biography relevant to the content area
- Evaluations/surveys of three (3) recent prior web-based engagements (PDF preferred) AND contact information for engagement references
- A 3-5 minute video recording of you presenting – MP4, YouTube, etc*

* If the Developer does not have a video or previously recorded presentation to submit as part of the application process, the Company will consider application pending acceptance of course draft material. It is highly recommended that the Developer create a 3-5 minute presentation to submit for review.

The Company reserves the right, with full knowledge of the Developer beforehand, to refuse to accept the Developer's delivered material for inclusion in the Company's online catalog of eLearning courses, if the developer's materials do not meet the professional and quality standards of both content and delivery as determined by the Company. The Company is under no obligation to accept the Developer's materials for inclusion into the Company eLearning catalog if the Developer's materials fail to meet Company quality standards.

Technical Requirements

Trainers are required to submit final and completed file via WAVE, MP4 or similar media. Additional PDFs provide technical information.

To be NASBA eligible, all courses must include an interim assessment question, and the answers to the question must be addressed in the course. An example is the assessment may be a multiple choice question with the correct and wrong answers explained before moving to the next segment of the course. A final assessment of 5-7 questions is required. To earn the certificate of completion, participants must successfully pass the final assessment. More information may be found at
http://nasba.org/blog/2012/05/01/revised-applications-now-available-for-national-registry-sponsors/
NASBA provides an easy-to-understand video and it is highly recommended that you watch it to clarify the requirements. Company courses are considered Self-Study.
http://www.brainshark.com/nasba/vu?pi=zFCz181GE2z3n1Qz0&intk=870192846